

**SCOPE OF WORK  
VERMONT ASBESTOS GROUP MINE SITE  
EDEN AND LOWELL, VERMONT**

**Pursuant to the  
Consent Decree and Settlement Agreement**

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## **Settlement of Claims under CAA §303 and RCRA §7003**

### **I. INTRODUCTION**

1. This Scope of Work (“SOW”) identifies the components of the injunctive relief (“Work”) required pursuant to the Consent Decree and Settlement Agreement (“Consent Decree”) to settle specifically the U.S. claims against G-I Holdings, Inc. under CAA §303 and RCRA §7003 with respect to the Vermont Asbestos Group (“VAG”) Mine Site in Eden and Lowell, Vermont.<sup>1</sup> The activities to be conducted pursuant to this Agreement and SOW are intended to abate an alleged imminent and substantial endangerment to public health and the environment posed by the VAG site. This SOW may be amended by written agreement of the parties, and incorporated as an “Addendum” to the SOW. This SOW is subject to the terms of the Agreement. In the event of any conflict between this SOW and the Agreement, the terms of the Agreement shall control.

2. Pursuant to the Agreement, G-I will establish and fund, in accordance with the terms of the Agreement, a custodial trust (“Trust”), which will have responsibility for implementing the Work described herein. Under this SOW, the Trust shall prepare and submit to EPA and Vermont the items identified below. The Trust shall implement each item as it is approved by EPA, in consultation with Vermont. The Trust shall retain an environmental contractor (the “Contractor”) to perform the work described herein. The schedule set forth in the Agreement shall apply for implementation of all the field activities described in this SOW, unless otherwise specified below.

### **II. GENERAL REQUIREMENTS**

3. EPA and Vermont will each designate a Project Manager (“PM”) as their representative and point of contact to oversee the requirements set forth in this SOW. The Trust shall also designate a project manager (the “Trust PM”) who shall be an employee of the Contractor as described below. The Trustee and the Trust PM shall communicate freely and frequently with the EPA and Vermont PMs prior to and during development of plans and deliverables and continually throughout implementation of approved plans.

4. Each required plan generated pursuant to this SOW must be submitted to the PMs for approval prior to implementation.

5. By telephone or otherwise, the Trustee or the Trust PM shall inform the PMs of any field activity not less than five (5) business days prior to the event. As components of the air monitoring program are weather dependent, the Trustee or the Trust PM shall inform the PMs of any field activity related to the air monitoring program as far in advance of the event as reasonably possible.

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<sup>1</sup> The SOW is Attachment # 2 to the Agreement and has been incorporated and made fully enforceable by reference. Unless otherwise defined herein, the terms used in this SOW shall have the definitions set forth in Section III (Definitions) of the Agreement.

6. The Trust shall perform and complete all activities that the PMs have authorized in accordance with the Agreement, provided that funding is available for such work under the Agreement, and consistent with cost caps set forth in the Agreement. .

7. The PMs may, subject to the terms of the Agreement, require the Trust to alter or expand upon plans after approval, based on new information, changed Site conditions, or subsequently identified deficiencies.

### **III. SPECIFIC REQUIREMENTS**

8. The Trustee shall provide the name and qualifications of the supervising contractor (the "Contractor") within ten (10) days after the establishment of the Trust. The Trust's supervising contractor is subject to approval by EPA and Vermont. In addition to the name and qualifications, the Trustee shall provide the supervising contractor's project manager (the "Trust PM") including name(s), telephone numbers, and e-mail addresses.

9. The Trust shall require the Contractor to generate an OSHA-compliant, site-specific Health and Safety Plan ("HASP") for items IV.A-IV.D, within thirty (30) calendar days after the establishment of the Trust. HASPs also shall be generated and implemented for subsequent field activities not covered by the initial HASP. The HASP shall include contingency planning.

10. The Contractor is responsible for the health and safety of its employees, compliance with OSHA, and compliance with applicable state requirements, such as the Vermont Regulations for Asbestos Control. Nothing contained in this SOW or any approved plans shall relieve the Contractor of its responsibility in this regard.

### **IV. WORK PLAN**

11. The Trust shall generate a technically sound Work Plan within thirty (30) calendar days after the establishment of the Trust that describes how the Trust will accomplish the field activities detailed below in Parts A through D and as referenced in the Agreement. The Work Plan must be approved by EPA, in consultation with Vermont, prior to the implementation of any field activities.

#### **A. Installation and Maintenance of Perimeter Signs, Gates and Barriers**

12. The Trust shall install signs, chain-link gates, barriers, and/or fencing so as to reasonably restrict access to the VAG Site. The signs, gates, barriers, and/or fencing shall be installed at the locations identified on the Site map, Attachment # 3 to the Agreement. If a secure gate is already in place, then only the extending barriers and/or fences shall be required. The location and size of the signs, the wording on the signs, and the lengths of these barrier extensions beyond the gates will be determined during EPA and Vermont field visits and the required sign locations and barrier dimensions will be added to this SOW as an Addendum. The

supervising contractor will be given the opportunity to visit the site and concur on the dimensions prior to the completion of the Addendum.

13. Following the installation of the signs, gates, barriers, and/or fencing, the Trust shall implement measures set forth in Section II. Part D below to ensure that the perimeter signs, gates, fencing, and/or barriers are maintained in good operating condition, until seven (7) years and nine (9) months after the Plan Effective Date or as otherwise provided in the Agreement.

**B. Prevention of Vehicular Access to the Top of the Eden Tailing Pile**

14. The Trust shall take measures to prevent all vehicular access to the top of the Eden Mine Tailing Pile as indicated on the site map, Attachment # 3, via the make-shift roads which have been commonly used for such traffic by installing Jersey Barriers (or equivalent) to further restrict access to the roads. The locations of these barriers will be determined during EPA and Vermont field visits and will be added to this SOW as an Addendum when available.

15. Following the installation of the Jersey Barriers (or equivalent), the Trust shall implement measures set forth in Section II. Part D below to ensure that the barriers are maintained in good condition, until seven (7) years and nine (9) months after the Plan Effective Date or as otherwise provided in the Agreement.

**C. Security of On-Site Buildings**

16. The Trust shall board-up all first floor windows and pad-lock all doors of the on-site buildings where asbestos was processed, including but not limited to the Mill and the four crusher buildings. The locations of these structures are identified on the site map, Attachment #3 to the Agreement.

17. The Trust shall remove the readily-identified product (milled and friable asbestos) from the areas around the building perimeters, and secure the product on-site. The extent, location, and on-site relocation of the product will be determined by representatives of the Trust's supervising contractor, Vermont, and/or EPA prior to the submittal date of the Work Plan and documented in an Addendum to this SOW.

18. The Trust will also take measures to ensure that the buildings containing product maintain sufficient structural integrity to prevent releases of product. The scope of these measures is expected to include the securing of the sections of the buildings' exteriors that are peeling away from the structure due to wind. These locations and extent of the securing shall be determined by representatives of the supervising contractor, Vermont, and/or EPA prior to the submittal date of the Work Plan and documented in an Addendum to this SOW. EPA and Vermont shall be given copies of the keys to any padlocks used on the site.

19. The Trust shall implement measures set forth in Section II. Part D below to ensure that the security of the buildings is maintained in good condition, until seven (7) years and nine (9) months after the Plan Effective Date or as otherwise provided in the Agreement.

**D. Security Guard**

20. The Trust shall retain an individual or firm to provide the equivalent of one full-time person for security work at the Site, to generally oversee security of the Site during the construction phase of the Work, and to continue with the tasks set forth in Section II. Part D. below, until seven (7) years and nine (9) months after the Plan Effective Date or as otherwise provided in the Agreement.

21. The Security Guard shall be on duty at the Site full-time, with the days of the week to be determined by EPA, in consultation with Vermont, (40 hours per week excluding holidays) from April 15 (except for Settlement Year One, when the Security Guard will be on-site no later than sixty days after receipt of EPA's approval of the Work Plan) through November 15 (high season), weather permitting, and part-time (one 8 hr-day/week) from November 16 to April 14 (off-season), as weather permits, and/or as otherwise determined by EPA, Vermont and the Trust PM..

22. The parameters for the Security Guard service are as follows:

- a) Operations. The Trust shall install an Office/Trailer on a clean pad at the general location identified in Attachment # 3. The trailer shall serve as an operating office for the VAG Security Guard, and the repository for all maintenance records and Site activity log-books.
- b) OSHA Compliance. The Security Guard shall comply with all applicable OSHA and Vermont Department of Health requirements including, but not limited to training requirements. (See Section II – HASP requirement.)
- c) Physical Inspections during the High Season. In accordance with a “patrol circuit” and to the extent reasonably feasible, the Security Guard shall conduct daily physical inspections of the exterior gates and fencing, signs, air monitoring instrumentation, including meteorological stations if such equipment is deployed, and weekly inspections of buildings during the high season (April 15 – Nov 15).
- d) Physical Inspections during the Off Season. During the off season, the Security Guard shall perform physical inspections once a week, weather permitting.
- e) Patrol Circuit. The “patrol circuit” will be determined by representatives of the supervising contractor, Vermont and EPA. When complete, a map and/or verbal description of the patrol circuit will be forwarded to the Trust for inclusion into the security- related Work Plan as described in Section III above prior to the beginning of the Security Guard service.
- f) Maintenance of On-Site Log. The Security Guard shall maintain a written and legible daily log, with notations of daily and periodic activity, inspection results and observations, and shall make the log available for inspection by EPA and Vermont personnel upon request. The log shall

also include the date, weather conditions, and whether any visual emissions (dust) were observed from any portion of the site.

- g) Submission of Periodic Reports. The Security Guard shall compile and integrate the information collected through inspections and shall provide it in quarterly progress reports to EPA and Vermont. The report can simply be a compilation of the daily log sheets for that month or, as an alternative, the Security Guard may produce and submit a separately-prepared report. The report shall include the dates that the Security Guard was on duty that month and an entry for each day (inspection results and observations). A complete record of all daily reports and periodic reports shall be maintained on-site in the Guard's Office and all documents shall be converted to an electronic format and submitted in accordance with EPA Region 1 document protocols.
- h) Interim Special Reports. The Security Guard shall provide notice to Vermont and EPA of any unusual activity, including any breach of on-site security. This notice shall be via phone and to a designated list via e-mail. Any such activity shall be recorded in the logs.
- i) Maintenance: The Trust shall order supplies and make repairs to maintain the integrity of the controls described above, and as necessary to ensure compliance with the requirements of this SOW and the Agreement. The repairs shall be documented in the periodic reports. EPA and Vermont shall be notified via phone or e-mail when repairs are deemed necessary and subsequent work is scheduled.

## V. QUALITY ASSURANCE PLANS

23. The Trust shall use quality assurance, quality control, and chain of custody procedures for all samples in accordance with applicable EPA requirements described below.<sup>2</sup> Prior to the commencement of any sampling or monitoring project under the Agreement and this SOW, the Trust shall submit to EPA for approval, after a reasonable opportunity for review and comment by Vermont, a Sampling and Analysis Plan ("SAP"), which includes, among other things, a Quality Assurance Project Plan ("QAPP") that is consistent with this SOW, and applicable guidance documents.

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<sup>2</sup> The Trust shall comply with the following in implementing this SOW: "EPA Requirements for Quality Assurance Project Plans (QA/R5)" (EPA/240/B-01/003, March 2001) "Guidance for Quality Assurance Project Plans (QA/G-5)" (EPA/240R-02/009, December 2002), "EPA New England Quality Assurance Project Plan Program Guidance," Version 1, Revised 2008, <http://www.epa.gov/region1/lab/qa/qualsys.html>, and subsequent amendments to such guidelines upon notification by EPA to the Trust of such amendment. Amended guidelines shall apply only to procedures conducted after EPA notification.

25. The Trust shall ensure that EPA and Vermont personnel and their authorized representatives are allowed access at reasonable times to all laboratories utilized by the Trust in implementing the Agreement and this SOW. In addition, the Trust shall ensure that such laboratories shall analyze all samples submitted by EPA pursuant to the QAPP for quality assurance monitoring. The Trust shall ensure that the laboratories they utilize for the analysis of samples taken pursuant to the Agreement and this SOW perform all analyses according to accepted EPA methods or other methods approved by EPA for the VAG Site as described below.<sup>3</sup> Upon approval by EPA, in consultation with Vermont, the Trust may use other analytical methods which are as effective in achieving the applicable data quality objectives as the currently-approved EPA methods.

26. For asbestos analysis, the Trust shall use the following analytical methods, after consultation with, and as determined by, EPA and Vermont:

a. Air - Transmission Electron Microscopy (TEM), ISO 10312. Phase Contrast Microscopy (PCM), NIOSH 7400 may also be used for some air samples.

b. Soil – Polarized Light Microscopy (PLM), California Air Resources Board (CARB) Method 435.

c. Dust – Microvac, ASTM D5755-03: Standard Test Method for Microvacuum Sampling and Indirect Analysis of Dust by TEM for Asbestos Structure Number Surface Loading.

d. The Trust shall ensure that all laboratories it uses for analysis of samples taken pursuant to the Agreement and this SOW participate in an EPA or EPA-equivalent QA/QC program and have met all applicable Vermont Regulations. For example, analytical laboratories for asbestos must be certified per the requirements in the Vermont Regulations for Asbestos Control.

27. The Trust shall only use laboratories that have a documented Quality System which complies with ANSI/ASQC E4-2004, “Quality Systems for Environmental Data and Technology Programs: Requirements with Guidance for Use,” and “EPA Requirements for Quality Management Plans (QA/R-2),” (EPA/240/B-01/002, March 2001) or equivalent documentation as determined by EPA.

28. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program (“NELAP”) as meeting the Quality System requirements. If

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<sup>3</sup> Accepted EPA analytical methods not related to asbestos include but are not limited to, those methods that are documented in the “Contract Lab Program Statement of Work for Organic Analysis” (Multi-Media, Multi-Concentration Organic Analysis, SOMO1.1, which can be found at <http://www.epa.gov/superfund/programs/clp/som1.htm>) and the “Contract Lab Program Statement of Work for Inorganic Analysis,” (Multi-Media, Multi-Concentration Inorganic Analysis, ILM05.3, which can be found at <http://www.epa.gov/superfund/programs/clp/ilm5.htm>), and any amendments made thereto during the course of the implementation of the Agreement and SOW.

the Trust uses a commercial laboratory for analysis for which NELAP certification is available, the Trust shall provide documentation to EPA that demonstrates that each laboratory maintains NELAP certification for the specific methods/matrices and analysis to be performed.

29. For each analytical method employed for which NELAP certification is not available, the Trust shall provide supporting documentation demonstrating how the method has been verified for all matrices to be analyzed. EPA will review the Trust's supporting documentation and will notify the Trust as to whether such method is acceptable.

30. The Trust shall ensure that all field methodologies utilized in collecting samples for subsequent analysis pursuant to the Agreement and this SOW shall be conducted in accordance with the procedures set forth in the QAPP as approved by EPA, in consultation with Vermont.

31. Upon request, the Trust shall allow split or duplicate samples to be taken by EPA and Vermont or their authorized representatives. EPA and Vermont shall provide copies of the results of the analysis of such split samples to the Trust after such results have undergone QA/QC analysis.

32. The Trust shall notify EPA and Vermont not less than five (5) business days in advance of any sample collection activity unless the parties agree to shorter notice or shorter notice is required because the activities are weather-dependant. In addition, EPA and Vermont shall have the right to take any additional samples that EPA or Vermont deem necessary. Upon request, EPA and Vermont shall allow the Trust to take split or duplicate samples of any samples they take as part of their oversight of the Trust's implementation of the Work.

33. The Trust shall submit three copies to EPA and three copies to Vermont of the results of all sampling and/or tests or other data obtained or generated by or on behalf of the Trust with respect to the VAG Site and/or the implementation of the Agreement and this SOW, unless EPA and/or Vermont specify a different number of copies. In addition, the Trust shall submit an electronic copy of all sampling results to EPA and Vermont.

## **VI. METEOROLOGICAL AND AIR MONITORING STATIONS**

35. During 2009, EPA and Vermont will conduct air monitoring in connection with the VAG Site. EPA and Vermont will provide the Trust with the results of the 2009 air monitoring, and will determine, based on an analysis of those results and in consultation with the Trust, what changes need to be made to the meteorological and air monitoring parameters set forth in this SOW.

36. By no later than February 1, 2010, or if the Preliminary Period Contribution is exhausted, thirty days following the Plan Effective Date, whichever is later, the Trust shall generate a technically sound Work Plan that describes how the Trust will accomplish the meteorological and air monitoring field activities detailed below in Paragraphs 37 and 38, and as referenced in the Agreement. This Work Plan shall relate to the installation and operation of the meteorological and air monitoring stations and is subject to approval by EPA, in consultation with Vermont, prior to the start of any field activities.



37. Installation and Operation of Meteorological Stations. The Trust shall install and continuously operate three (3) meteorological stations from May 1 through November 1 of each calendar year except in 2010, in which year the Trust shall begin operations no later than May 1 site conditions permitting or, if the Preliminary Period Contribution is exhausted, ninety days after the Plan Effective Date, whichever is later. The operation of the meteorological stations shall continue until seven (7) years and nine (9) months after the Plan Effective Date or as otherwise provided in the Agreement. The locations of these stations will be determined during EPA and Vermont field visits and these locations will be added as an Addendum to this SOW.

38. The parameters for the meteorological stations are as follows:

- a) Specific siting locations should be consistent with the EPA Quality Assurance Handbook for Air Pollution Measurement Systems: Volume IV: Meteorological Measurements Version 2.0 (Volume IV: Meteorological Measurements Version 2.0).
- b) The instrument/device specifications should be certified by the National Institute of Standards Technology ("NIST").
- c) The meteorological system must be able to measure continuously (at fifteen (15) minute raw data collection frequency intervals) for ambient temperature, wind speed and direction, precipitation, barometric pressure, and relative humidity; and be able to transfer these data to an external device such as a computer, data logger, or network. The information from the meteorological stations shall be downloaded at intervals that minimize the loss of information due to equipment issues. At a minimum, the data shall be downloaded prior to and after each sampling event.
- d) For ambient temperature, wind speed, and wind direction, the measurement devices within the system must meet the SLAMS/SPM (non-NCore) meteorological measurement quality objectives listed in Table 0-5 in Volume IV: Meteorological Measurements Version 2.0.
- e) The meteorological system should have a reliable energy source.
- f) Applicable data validation criteria in Appendix C of Volume [still need reference].

**VII METEOROLOGICAL MEASUREMENTS VERSION 2.0 SHOULD BE FOLLOWED**

39. Installation and Operation of Air Monitoring Stations. The Trust shall install air monitoring stations at ten (10) locations and begin conducting air sampling within the parameters

as set forth in the Paragraphs a through f. The locations of these stations will be determined during EPA and Vermont field visits and the locations will be described in an Addendum to this SOW.<sup>4</sup>

a) During the Trust's first sampling season, monthly, 24-hour air monitoring samples shall be collected from each of five monitoring stations shown in the Addendum. Weekly, 10-hour air monitoring samples also shall be collected during this period at the ten (10) locations for purposes of assessing the need for dust suppression activities and other data quality objectives ("DQOs"). In addition, one of the ten (10) monitor locations shall have a second air sampling station (duplicate) for QA/QC purposes.

b) During the Trust's first sampling season, 100% of air monitoring samples shall be analyzed by phase contrast microscopy (PCM) as well as by transmission electron microscopy (TEM) (Method: ISO 10312).

c) The sampling events are to be tied in to wind speed and precipitation to the extent possible<sup>5</sup>. An average predicted wind speed of 10 miles per hour ("mph") or greater can trigger a discrete sampling event, providing there has been no appreciable precipitation event for 36 hours preceding the event or predicted for the time frame of the event.

d) To the degree practical, EPA ambient air monitoring criteria for National Ambient Air Quality Standard ("NAAQS") measurements should be followed for locating the air monitoring stations.

e) EPA, in consultation with Vermont, shall select the monitor locations based on the following criteria: At least 30 cm from any obstruction to air flow, 2 times the height of buildings or

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<sup>4</sup> Following EPA's air monitoring during the 2009 season, the Agency will provide the Trust with a Completion-of-Work report documenting its findings and observations. The information in the report should be helpful to the Trust in preparing its own work reports and in implementing the air monitoring requirements of this SOW.

<sup>5</sup> Since wind and precipitation are factors in selecting the dates for the sampling events, the criteria of weekly events may have to be compromised. For example: a) if week 3 is rainy with low winds, back-to-back sampling events can take place in week 4. b) if week 5 is clear with consistent high winds, two sampling events can occur and week 6 can be skipped. If it becomes problematic for the sampling event to occur after a 36 hour time period of no appreciable precipitation, this parameter may be readjusted. It is expected that this type of decision making will occur during the five-to-six month event and involve representatives of the sampling team, EPA and Vermont.

obstructions away from buildings/obstructions, 10 meters from tree canopy, at least 2 meters above the ground level.

f) The monitors shall collect a minimum of 2000 liters of air per sample pump, per event. The type of pumps and power source (batteries, solar panels, generators) will be left to the discretion of the Trust and shall be documented in the SAP.

40. Based on EPA's and Vermont's evaluation of the monitoring data collected during the Trust's first sampling season, the parameters for air monitoring during subsequent years may be altered. Any alterations to the parameters shall be documented and included in an Addendum to this SOW.

a) The frequency of the 24-hr and 10-hr sampling events may change.

b) In the event that these analyses show that a predictable proportion of the fibers observed in each sample are asbestos fibers, the Trust, upon approval of EPA, in consultation with Vermont, may reduce the number of transmission electron microscopic analyses in subsequent years.

c) The Trust must obtain the applicable sampling and analysis certifications as specified in the "Vermont Regulations for Asbestos Control."

41. During the 2009 air monitoring season, EPA will also collect five point surface soil composite samples in the immediate vicinity of each of the ten (10) air sampling stations and will analyze the samples by polarized light microscopy ("PLM"). Based on the results of the soil samples, EPA, in consultation with the Trust and with Vermont, will determine whether similar soil sampling would be useful in subsequent seasons, when the Trust assumes responsibility for air monitoring under this SOW.

## **VIII. DUST SUPPRESSION**

42. If the evaluation of the air monitoring data by EPA and Vermont indicates that dust suppression activities should be implemented, EPA, after consultation with Vermont, will direct the Trust to undertake interim dust suppression activities.

43. The Trust shall develop a technically sound Work Plan for implementing Dust Suppression activities, subject to approval by EPA, in consultation with Vermont. The Trust shall implement Dust Suppression activities to the extent reasonably practicable under the circumstances for the duration required by EPA not to exceed seven (7) years and nine (9) months after the Plan Effective Date or as otherwise provided in the Agreement.

44. Interim dust suppression is not intended to be a substitute for a final remedy, nor to ensure zero dust migration if this cannot be reasonably accomplished.

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**IX. INVESTIGATION OF OFF-SITE MATERIAL**

45. The Trust shall provide technical assistance for the purpose of characterizing asbestos at off-site locations. This assistance shall cover discrete portions of the characterization activities and could include sampling (including activity based sampling), analysis (field or off-site lab), sample management, validation, data management, reporting, or other activities that EPA and/or Vermont identify as necessary to support the investigation of off-site material subject to the funding limits set forth in the Agreement.

**X. COMPLETION OF WORK**

46. Within thirty (30) days after completion of implementation of items: IV. A., B., and C., the Trust shall submit an interim completion of work report ("ICWR") to EPA and Vermont. This is an interim report as the operation and maintenance of these items is expected to continue for seven (7) years and nine (9) months from the Plan Effective Date or as otherwise provided in the Agreement. Within 30 days after completion of all Work required by Sections IV. A., B., and C. of this SOW, the Trust shall submit a final completion of work report ("CWR") to EPA and Vermont. The CWR shall include the following:

- a) A list of all required activities and certification that each has been completed in accordance with approved plans.
- b) Original photographs with a written description (as applicable).
- c) An estimate of the Trust's costs incurred.

47. The Trust shall periodically submit the logs and reports generated from item IV.D. to EPA and Vermont, which will function as the CWR for that portion of the Work.

48. The Trust shall generate a CWR within ninety (90) days after the end of each year's air and meteorological monitoring run and include all of the analytical and meteorological station data collected during that year's air monitoring activities.

49. The Trust shall generate a CWR within ninety (90) days after the end of each year's Dust Suppression and Off-Site Investigation activities on the status of those activities.

**XI. INTERIM DELIVERABLES**

50. The Trust shall submit quarterly progress reports to document compliance with the Agreement and this SOW. These progress reports shall be prepared under the direction of the Trust PM. Each report shall contain the following:

- a) A summary of the activities that were performed in the previous quarter and the activities to be performed during the following quarter;
- b) A copy of all data collected during the previous quarter, in an electronic format specified by EPA and Vermont;
- c) The status of all sampling activities, including a summary of samples collected, samples undergoing analysis, samples received and undergoing data evaluation and validation, and data that are final;
- d) A copy of all final results, in an electronic format specified by EPA and Vermont, that were received since the previous quarterly submittal;
- e) Upon request by EPA and/or Vermont, a copy of draft data;
- f) A summary of the activities that were completed to identify the location of off-site material along with a summary of any new information or findings since the previous quarterly report;
- g) A summary of any Trust activities performed to support EPA and Vermont field activities; and
- h) The expenditures relative to any spending caps, the amount spent, amount remaining, pending invoices, and percent of cap expended.

The costs of preparing these reports shall not be considered Administrative Costs under the Agreement.

## **XII. PROCEDURE FOR REQUESTING A CHANGE IN SCHEDULE OR APPROVED WORK PLAN**

51. The Trust PM shall submit, in writing, any request for a change in schedule or revision to an approved Work Plan. EPA and Vermont shall determine whether the proposed change or revision is acceptable. EPA and Vermont will provide a written finding as to whether it accepts the change or proposed review or whether the schedule and/or document shall remain as is.

## **XIII PROJECT MEETINGS**

52. The Trust PM shall at the discretion of the PMs, meet with EPA and Vermont representatives monthly during April through November of each year that the injunctive relief items in the Agreement are in effect and at least once during the period from December through March. The location for the meeting shall be specified by EPA and Vermont.

End of Scope of Work